
COMMERCIAL MOBILE RADIO SERVICES

WEST VIRGINIA
TELECOMMUNICATIONS SERVICES TARIFF
OF
Cintex Wireless, L.L.C.

This tariff contains the descriptions, regulations and rates applicable to the furnishing of Commercial Mobile Radio Services by Cintex Wireless, L.L.C. ("Cintex") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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11910 Parklawn Drive, Suite U
Rockville, MD 20852

COMMERCIAL MOBILE RADIO SERVICES

CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised pages contain all changes from the original tariff that are in effect as of the date indicated.

Page	Revision		Page	Revision		Page	Revision	
Title	Original	*	9	Original	*	18	Original	*
1	Original	*	10	Original	*	19	Original	*
2	Original	*	11	Original	*	20	Original	*
3	Original	*	12	Original	*	21	Original	*
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5	Original	*	14	Original	*	23	Original	*
6	Original	*	15	Original	*	24	Original	*
7	Original	*	16	Original	*	25	Original	*
8	Original	*	17	Original	*	26	Original	*

* - Pages included with this filing

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TARIFF FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - to signify change in regulation or text
- (O) - to signify omission
- (I) - to signify a rate increase
- (M) - to signify material relocated in the tariff
- (N) - to signify a new rate or regulation
- (D) - to signify a rate reduction
- (T) - to signify a change in text, but no change in rate or regulation

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APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of Commercial Mobile Radio Service furnished within the State of Kentucky by Cintex Wireless, LLC ("Cintex") subject to the jurisdiction of the Kentucky Public Service Commission.

This tariff is on file with the Kentucky Public Service Commission. In addition, this tariff is available for review at the main office of Cintex Wireless, L.L.C., at 11910 Parklawn Drive, Suite U, Rockville, MD 20852.

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SECTION 1 - DEFINITIONS

Cintex - Refers to Cintex Wireless, L.L.C., the issuer of this tariff.

Commission – Kentucky Public Service Commission.

Company - Refers to Cintex Wireless, L.L.C., the issuer of this tariff.

Coverage Area - Cintex Wireless service is only available in geographic areas covered by the digital service network footprint of the Nationwide Sprint Network.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

LATA - Local Area of Transport and Access.

Personal Identification Numbers (PIN) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

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COMMERCIAL MOBILE RADIO SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 General**

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between the Customer and Cintex Wireless. By purchasing, activating or using our products or services, the Customer agree to these terms and conditions. They contain important information about the Customer's legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. Cintex Wireless reserves the right to change or modify any of these Terms and Conditions of Service. If the change materially disadvantages the Customer, Cintex Wireless will provide the Customer with 15 days advanced notice by postcard, telephone or text message. Any changes or modifications to these Terms and Conditions of Service will be binding upon the Customer once posted on the Cintex Wireless website found at www.cintexwireless.com.

2.2 Use of Cintex Wireless Service

The Cintex Wireless service is for personal use only. The Customer may not use our service in a manner that interferes with another Cintex Wireless customer's use of our service. We have determined that our ability to provide good service may be impaired when customers place abnormally high numbers of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other Cintex Wireless customers on similar service plans. Such atypical usage suggests that a mobile phone is being used other than for personal use in violation of these Terms of Service. Unlimited voice services are provided solely for live dialogue between two individuals. Cintex Wireless phones and mobile phone numbers may not be used for pager or voicemail-only service, and Cintex Wireless may terminate any account if usage is limited to pager service or voicemail retrieval service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Use of Cintex Wireless Phones**

The software and Data Content on the Cintex Wireless phones, including the operating system, applications, data, information, music, games, images, text and other material, are owned by Cintex Wireless or its business partners. The Customer is permitted to use this software and Data Content solely in connection with the Customer's use of the Cintex Wireless phone with our service as expressly authorized under these Terms of Service. The Customer may not distribute or upload any pre-loaded software or content to another device or transmit or broadcast the software or content, or otherwise copy or use the software or content in any manner not expressly authorized under these Terms of Service or any other governing terms of use relating to any downloaded content or applications. If the Customer violates these Terms of Service, including without limitation by using a Cintex Wireless phone or device on another network without our prior written consent by modifying any hardware or software on an Cintex Wireless phone or device, or by distributing, copying or otherwise using any of the software or content on an Cintex Wireless phone in a manner that is not authorized by these Terms of Service or any other governing terms of use relating to any downloaded content or applications, the Customer's license to the software and content shall terminate immediately and the Customer's continued use will constitute copyright infringement. Cintex Wireless phones may not be purchased in bulk or sold to third parties.

2.4 Coverage

Cintex Wireless service is only available in geographic areas covered by the digital service network footprint of the Nationwide Sprint Network. Please see geographic coverage maps for details. Actual coverage and quality of service may vary from the maps due to circumstances beyond our control, including network limitations, signal strength, interference from buildings and other structures and atmospheric conditions. Further, actual coverage may change without notice. Local phone numbers may not be available in certain markets.

Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or by the Customer's damaging the Customer's mobile phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. Any statements or maps provided by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage areas when using our service outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times or without interruption. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control, may result in service interruptions, slower data speeds, or lower quality of service. The Customer should therefore never solely rely on the Customer's mobile phone for emergency calls, such as to 911.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Availability**

Cintex Wireless is only available for activation by customers who reside in the areas in which Cintex Wireless has been designated as an Eligible Telecommunications Carrier ("ETC"). The Customer's principal residence address must be within a Cintex Wireless ETC service area. Visit www.Cintexwireless.com to check whether you reside in a Cintex Wireless ETC service area. To be eligible for Cintex Wireless service, the Customer must meet the applicable eligibility standards described below, which may be amended from time to time.

2.6 Eligibility

Eligibility for Cintex Wireless service varies by state. The Customer may qualify for Cintex Wireless service if the Customer participates in any of the government programs listed on the Customer's Cintex Wireless application or based on household income eligibility standards. If the Customer seeks to qualify for Cintex Wireless based upon participation in a qualifying federal or state program, the Customer may be required to provide proof of program participation such as program identification card or other social service agency document that shows the Customer currently participate in one of the programs enumerated above. If the Customer seek to qualify for Cintex Wireless under the household income eligibility standards, the Customer is required to provide written documentation of the Customer's household income. Cintex Wireless will retain all such certifications and documentation to furnish proof of the Customer's eligibility as may be required by applicable law. This consent survives the termination of this Agreement. Cintex Wireless reserves the right to review the Customer's eligibility status at any time and require the Customer to provide Cintex Wireless with written documentation of either the Customer's household income or the Customer's participation in a qualifying federal or state program. The Customer may only receive Lifeline Assistance for a single landline or wireless telephone account at the Customer's principal residence. If the Customer or any member of the Customer's family unit receives Lifeline Assistance from any other telephone company, the Customer is responsible for notifying the Customer's current service provider that the Customer have been approved for Lifeline Assistance through Cintex Wireless.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Non-Transferable and Non-Assignable**

Eligibility for Cintex Wireless service is personal to the Customer. The Customer may not transfer to any third party any of the Customer's rights or benefits received under the Cintex Wireless service, including, but not limited to, any voice minutes received under the Cintex Wireless service. Similarly, the Customer may not assign the Customer's rights or delegate any of the Customer's duties under these terms without the prior written consent of Cintex Wireless, and any attempted assignment or delegation without such consent shall be void. Cintex Wireless may assign all or part of these terms or the Customer's debts under these terms without notice.

2.8 Free Minutes and Cintex Rates

Each month the Customer will receive 90 free minutes on the first day of the month. Unused minutes may be used in subsequent months. For example, if the Customer use 50 minutes in January and the Customer therefore have 40 minutes left over, the Customer will have a total of 130 minutes that the Customer can use in February (40 minutes plus 90 minutes). Unused minutes will rollover for a period of 12 months, starting on the date that the Customer's service was activated. Thus, if the Customer's service was activated on February 1, 2011, the Customer's unused minutes will rollover through January 30, 2012. On February 1, 2012, the Customer's phone will be loaded with 90 minutes only. There is no additional charge for long distance calls placed within the United States. Thus, the 90 free minutes can be used to place local or long distance calls. The Customer cannot make international calls with the Customer's Cintex phone. The Customer can use the Customer's free minutes to send or receive text message. Sending or receiving a text message will consume one free minute.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Billing

- 2.9.1** Billing - Calls are billed in one-minute increments with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. Airtime usage is measured from the time the network begins to process the call (before the phone rings or the call is answered) through the network's termination of the call (after the Customer hangs up). Therefore, call time data displayed on the Customer's mobile phone may be inaccurate and may not be relied upon for billing purposes.
- 2.9.2** Caps - Calls are limited to two hours: if the Customer is on a call for longer than two hours, the call will automatically terminate.
- 2.9.3** Disputed Charges - If the Customer believe his/her account has been improperly debited, the Customer must contact us within 60 days after the charge appears on the Customer's account. If the Customer does not notify us within this 60-day period, the Customer waives any right to dispute the charge, including in arbitration or a court proceeding. We will review the Customer's claim to determine if any error has been made, and credit the Customer's account accordingly.
- 2.9.4** Messaging - Customers can send and receive text messages of up to 162 characters, including the address.
- 2.9.5** Unsolicited Messages - If the Customer intentionally sends spam from the Cintex Wireless phone, we may terminate the Customers service without further notice.
- 2.9.6** Account History - The Customer's account history for at least the previous 60 days will be available online at www.cintexwireless.com unless the Customer switches service options, in which case account history for the new service option will be available online for a period of up to 60 days following the date of the switch.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Illegal Use of Service**

The Customer agrees not to use Cintex Wireless products and services in any illegal, fraudulent or abusive manner as determined by Cintex Wireless in its sole discretion. Services are provided at our discretion and we may change or cancel services at any time for any reason, including for illegal use of our products or services or for any violation of this Agreement. Cintex Wireless phones may not be purchased in bulk or sold to third parties.

2.11 Emergency Calls

If the Customer is in an area where a Cintex Wireless phone is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on a Cintex Wireless phone in an emergency situation.

2.12 Refunds and Returns

All sales of Top-Up cards purchased directly from Cintex are final and non-refundable. Cintex Wireless is not responsible for, nor do we refund, lost, stolen, misused, or damaged Top-Up cards. Cards purchased from retail locations are subject to the return policies of the applicable retail location.

2.13 Lost or Stolen Equipment

If the Customer's mobile phone is lost or stolen, you are responsible for charges incurred until the Customer notifies us of the loss of the mobile phone by visiting our website www.Cintexwireless.com or by calling Cintex Wireless at 1-877-304-9183. Upon receiving notice that the Customer's mobile phone is lost or stolen, Cintex Wireless will give the Customer the opportunity to purchase a new phone and the Customer's number and minutes will be transferred to the new phone. Cintex will not provide the Customer with a refund for the stolen minutes.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Mobile Phone Number**

The mobile phone number we provide for the Customer's use is and will remain the property of Cintex Wireless. We may give the mobile phone number to another customer without telling the Customer if the Customer cancel the Customer's service with Cintex Wireless in order to use another mobile service (unless the Customer transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations), or if the Customer's account expires and is deactivated. We may also change the Customer's mobile phone number at any time, although we will notify the Customer prior to any change. The Customer can request to change the Customer's mobile phone number up to three times each year.

2.15 Keeping The Customer's Old Mobile Phone Number

Depending on where the Customer lives, the Customer may transfer an existing wireless or wireline carrier telephone number to the Customer's Cintex Wireless service for use as the Customer's mobile phone number. To switch an existing phone number to Cintex Wireless, contact Cintex Wireless at 1-877-304-9183. Before the Customer calls, the Customer must have a bill from the Customer's existing wireless or wireline carrier available. When the Customer switches from another wireless carrier to Cintex Wireless, the Customer may have to pay a termination penalty to the Customer's former carrier if the Customer terminates a contract early. Cintex Wireless will not reimburse the Customer for any termination fees imposed by other carriers.

The Customer will not be able to switch the Customer's area code without receiving a new local number from Cintex Wireless as well. Although the Customer may keep the Customer's old number and old area code, the Customer should be aware that the Customer's friends may pay long distance charges when they call the Customer's number.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Limited Warranty**

A new Cintex Wireless handset is covered by the handset manufacturer's warranty. Reconditioned Cintex Wireless handsets and accompanying accessories have a 30-day warranty provide by Cintex Wireless against defects in materials and workmanship under normal use by the purchaser.

To obtain warranty service from Cintex Wireless, please contact customer service at 1-877-304-9183. If the Customer's problem cannot be resolved over the phone, customer service will tell the Customer how to return the Customer's phone and accessories.

This limited warranty does not cover damage or failure caused by abuse or misuse, including but not limited to damage caused by liquids and physical abuse, of the phone or Cintex Wireless accessories. Cintex Wireless does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. The Customer's limited warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer.

2.17 Disclaimer of Warranties

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE the Customer PURCHASE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE CUSTOMER'S SERVICE OR THE CUSTOMER'S DEVICE. WE DO NOT GUARANTEE THAT THE CUSTOMER'S COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT THE CUSTOMER'S COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

COMMERCIAL MOBILE RADIO SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Indemnification

YOU AGREE THAT CINTEX WIRELESS SHOULD NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS BROUGHT AGAINST CINTEX WIRELESS, WHETHER BASED IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), THAT ARISE FROM THE CUSTOMER'S USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE CINTEX WIRELESS FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON CINTEX WIRELESS'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.19 Limitation of Liability**

NOTHING IN THIS AGREEMENT LIMITS CINTEX WIRELESS'S LIABILITY, IF ANY, FOR CINTEX WIRELESS'S WILLFUL OR INTENTIONAL MISCONDUCT. IF CINTEX WIRELESS'S NEGLIGENCE CAUSES DAMAGE TO PERSON OR PROPERTY, CINTEX WIRELESS WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. IF CINTEX WIRELESS'S NEGLIGENCE CAUSES DAMAGE OF ANY OTHER SORT, CINTEX WIRELESS WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF CINTEX WIRELESS' CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD. FOR ALL CLAIMS THAT ARE NOT THE RESULT OF CINTEX WIRELESS'S WILLFUL OR INTENTIONAL MISCONDUCT, CINTEX WIRELESS WILL NOT BE LIABLE FOR PUNITIVE, RELIANCE, OR SPECIAL DAMAGES (UNLESS AN APPLICABLE STATUTE EXPRESSLY AUTHORIZES SUCH DAMAGES), AND CINTEX WIRELESS WILL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR CINTEX WIRELESS WAS TOLD THEY WERE POSSIBLE, AND THEY APPLY TO ANY NEGLIGENCE CLAIM THAT DOES NOT INVOLVE WILLFUL MISCONDUCT OR INTENTIONAL MISCONDUCT, NO MATTER HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS (SUCH AS CONTRACT, TORT, STATUTE, MISREPRESENTATION) IT IS BASED.

CINTEX WIRELESS WILL NOT BE LIABLE FOR ANY DAMAGES IF SERVICES ARE INTERRUPTED, OR FOR ANY ACT OR OMISSION OF ANY OTHER COMPANY FURNISHING A PART OF THE SERVICES OR ANY EQUIPMENT OR FOR ANY DAMAGES THAT RESULT FROM ANY SERVICE OR EQUIPMENT PROVIDED BY OR MANUFACTURED BY THIRD PARTIES. THIS SECTION 23 CONTINUES TO APPLY AFTER THE AGREEMENT ENDS.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Dispute Resolution

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

2.20.1 Arbitration, Generally

The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1-16, except to the extent that the terms of this Agreement differ from the FAA, the terms of this Agreement control. Both the Customer and Cintex Wireless have the right to take any dispute that qualifies to small claims court rather than arbitration. All other claims, controversies, or disputes between the parties will be resolved by arbitration regardless of the date of accrual of such claim, controversy or dispute. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court.

2.20.2 Number of Arbitrators

The arbitration will be conducted by one arbitrator.

2.20.3 Arbitration Costs and Fees

The arbitrator shall award to the prevailing party, as determined by the arbitrator, all costs and fees. The term "costs and fees" as used herein shall mean all amounts payable by the prevailing party on account of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs (if they are incurred to enforce the arbitration provisions of this Agreement or any award thereunder), witness fees, and attorneys' fees.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Dispute Resolution, (Cont'd.)

2.20.4 Applicable Arbitration Rules

The arbitration of any dispute involving \$10,000 or less shall be conducted in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. The AAA's Commercial Arbitration Rules and fee schedules will apply to any disputes in excess of \$10,000.

2.20.5 Arbitrator is Bound by Agreement

In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

2.20.6 Joining of Disputes

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS.

2.20.7 Severability of Dispute Resolution

If any portion of this Dispute Resolution section is determined to be unenforceable, then the remainder shall be given full force and effect.

2.20.8 Contact Cintex Wireless

Before the Customer take a dispute to arbitration or small claims court, the Customer must first contact our Customer Care Department representative at the number 1-877-304-9183, or write to us at the following address and give us an opportunity to resolve the dispute:

P.O. Box 5301
Rockville, MD 20848

Any written correspondence must describe the Customer's dispute and provide Cintex Wireless with any supporting documentation.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Dispute Resolution, (Cont'd.)

2.20.9 Contact AAA

If the dispute cannot be satisfactorily resolved within sixty days from the date the Customer or Cintex Wireless is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 134555 Noel Road, Suite 1750, Dallas Texas 75240-6620 and request arbitration of the dispute. Information regarding how to initiate arbitration, about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at www.adr.org.

2.20.10 Written Submissions

The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using AAA's telephonic procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of the Customer's primary residence.

2.20.11 Confidentiality

Any arbitration shall remain confidential. Neither the Customer nor Cintex Wireless may disclose the existence, content nor results of any arbitration or award, except as may be required by law, or to confirm and enforce an award.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Miscellaneous

2.21.1 Entire Agreement

This Agreement and the terms of any calling plan, promotion, and/or authorized written communications the Customer has received constitute the entire Agreement between the Customer and Cintex Wireless, and supersedes any and all prior agreements, oral or written, concerning the subject matter. If there is any inconsistency or conflict between the terms of any calling plan, promotion, and/or authorized written communications the Customer have received and the provisions of this Agreement, the provisions of this Agreement will control.

2.21.2 Assignment

In its sole discretion, Cintex Wireless may assign this Agreement.

2.21.3 No Waiver of Rights

No failure to enforce any right or remedy under this Agreement shall be considered a waiver of any other condition or provision or the same condition or provision at another time.

2.21.4 Severability

If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Miscellaneous, (Cont'd.)

2.21.5 Governing Law

This Agreement is governed by and construed by the Federal Communications Act to the full extent applicable, and otherwise by the laws of Maryland, without regard to its choice of law principles, except that the arbitration provisions in the Dispute Resolution section shall be governed by the Federal Arbitration Act. This governing law provision applies no matter where the Customer resides, or where the Customer use or pays for the Services.

2.21.6 Survival

Any liability or obligation of a party to the other party under the Services section and the Payment Provisions section, will, in each case, survive cancellation or termination of this Agreement.

2.21.7 Headings of No Force or Effect

Headings in this Agreement are for reference only and have no effect on the meaning of any provision.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company provides commercial mobile radio service and Directory Assistance services for communications originating and terminating within the State of Kentucky. The Company's services are available twenty-four (24) hours per day, seven (7) days a week.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.2 Free Minutes and Cintex Rates**

Each month the Customer will receive 90 free minutes on the first day of the month. Unused minutes may be used in subsequent months. For example, if the Customer uses 50 minutes in January, they therefore have 40 minutes left over, and will have a total of 130 minutes that they can use in February (40 minutes plus 90 minutes). Unused minutes will rollover for a period of 12 months, starting on the date that service was activated. Thus, if the Customer's service was activated on February 1, 2011, their unused minutes will rollover through January 30, 2012. On February 1, 2012, the phone will be loaded with 90 minutes only. There is no additional charge for long distance calls placed within the United States. Thus, the 90 free minutes can be used to place local or long distance calls. International calls cannot be made with a Cintex phone.

Free minutes can be used to send or receive text message. Sending or receiving a text message will consume one free minute.

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COMMERCIAL MOBILE RADIO SERVICES

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.3 Top Up**

If all free monthly voice minutes are used before a new month starts, the Customer will no longer be able to use their mobile phone free of charge to make or receive voice calls (other than 911 emergency calls) or send or receive text messages. To use the Cintex phone after the Customer has used all of their free minutes, they must either wait until the first day of the next month or purchase additional minutes. Purchasing additional minutes is called "Topping Up". Customer may Top Up by paying in denominations of \$3.00, \$5.00, \$10.00, \$20.00, \$35.00 or \$50. The Top-Up plans are as follows:

Top-Up Cost	Minutes	Usage Period
\$3.00	20	30
\$5.00	33	30
\$10.00	67	30
\$20.00	500	30
\$35.00	Unlimited Voice, Text and Data	14
\$50.00	Unlimited Voice, Text and Data	28

Customers can Top-Up their account by (1) calling customer service at 877-304-9183 and paying by credit/debit card, (2) purchasing additional time on the Cintex website at, 11, + and paying by credit/debit card or PayPal account, or (3) purchasing a Movida Wireless airtime card at a retail store. Sales taxes and surcharges may apply to the purchases. Taxes and surcharges may include sales, gross receipts, use and excise taxes, other taxes, E-911 and 911 charges and federal and state universal service fees. The amount of the taxes and fees will vary by state and may change without notice.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Top Up, (Cont'd.)

Customer may register to automatically Top-Up the Customer's account. By registering for Auto Top-Up, the Customer agrees to have the Auto Top-Up amount they have selected deducted from their credit card, debit card or PayPal account and added to their Cintex Wireless account according to one of the following options: (1) once every month on the date they specify; or (2) when their balance falls below \$5. Customers can Top Up automatically in amounts of \$10.00 or \$20.00.

Customers can set up, modify, or cancel their Auto Top-Up preferences at www.cintexwireless.com or by calling Cintex Wireless at 1-877-304-9183.

All sales of Top-Up cards purchased directly from Cintex are final and non-refundable. The Company is not responsible for, nor do they refund, lost, stolen, misused, or damaged Top-Up cards. Cards purchased from retail locations are subject to the return policies of the applicable retail location.

COMMERCIAL MOBILE RADIO SERVICES

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Directory Assistance

Directory Assistance is available to Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau.

Calls to Directory Assistance are free.

Per Call Charge: \$0.00

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